

<div> <div>Project: Petersen Ranch Mitigation Bank</div> <div> <div>Consultant: WRA</div> <div>Project Manager: Nate Bello</div> </div> <div>Date: Feb2015</div> </div> <div> <div>Color Codes</div> <div> <div>Legal Preference</div> <div>Change to IRT approved/requested language</div> <div>Internal Comments to Corps</div> <div>Technical-Business Impact/Risk</div> <div>Error to be Corrected</div> <div>Resolved by Legal</div> </div> <div> <div>Comment Status</div> <div>A - Change Accepted</div> <div>B - Open Issue</div> <div>C - Change Rejected</div> </div> </div>						
No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
Global						
text edits	Corps	throughout	Relabeled all references to Property Owner to specify EL or PR Property	Provided a simpler change by defining in the Recitals of BEI that PR and EL Property Owners are together referred to as "Property Owner"	N	A
text edits	Corps	throughout	Relabeled all references to Property to specify EL or PR Property, and EL or PR Bank Property	Provided a simpler change by defining in the Recitals of BEI that PR and EL Property are together referred to as Bank Property	N	A
BEI						
BEI: text edits	Corps	throughout	1,431 text revisions, most being changes to the template and having no material effect	See document		
BEI: text edits	Corps	throughout	Introduction of CRAM definition and CRAM language into credit release section	Text added to include reference to performance standards in Development Plan and delete specific references to CRAM or UPS.	Y	A
BEI: text edits	Corps	throughout	Changed name of credits	Unnecessary	N	C
BEI: text edits	Corps	throughout	Changed names of non-corps credits	Not a Corps issue		
BEI:1	Corps	Recital E	<i>This needs to come after the introduction of the Bank Property.</i> -reordered recitals	Paragraph moved after introduction of Bank Property	N	A
BEI: text edit	Corps	Recital E	Changed SCE language to refer to two endowment funds.	Per Corps resolution of 3/4, there will be no change to the structure of the SCE endowment.	Y	C
BEI:2	Corps	Recital E	<i>In what document within Exhibit K is this discussed in greater detail?</i>	Exhibit K revised to include the SCE CE	N	A
BEI:3	Corps	Definition	<i>The Exhibits do not use these terms.</i>	Staff is confusing Credit category as defined in BEI and credit types as used in exhibits. These are different scales of specificity.	Y	C
BEI:4	Corps	Definition	<i>What about preservation and buffers?</i>	Text revised to include preservation. Buffers are a resource type, not mitigation activity.	Y	A
BEI: text edit	Corps	Definition	Added definition of Uniform Performance Standards	definition not necessary for BEI	Y	C
BEI:5	Corps	Definition	<i>Need to explain how this relates to the Performance Standard defined term.</i> -refers to new UPS def added by corps	definition not necessary for BEI	Y	C
BEI: text edit	Corps	Definition	changed definition of endowment agreement to include requirement for formal instrument modification for subsequent phases.	Corps agreed during 3/1 call that that the BEI covers all phases and formal amendment will not be required.	Y	B
BEI:6	Corps	Section III.C	<i>An approved JD is preferred.</i>			C
BEI: text edit	Corps	Section IV.E	added reference to CDFW modification section triggering requirement for formal instrument modification for approval of subsequent phases	Corps agreed during 3/1 call that that the BEI covers all phases and formal amendment will not be required.	Y	C
BEI: text edit	Corps	Throughout	modified language to specify in all sections that it pertains to each phase of the Bank	Provided a simpler change by Defining in recitals of BEI that sections apply to each area of the bank included in an approved phase.	Y	A
BEI: text edit	Corps	Section IV.F	modified template language triggering an amendment for development plan modification	Corps change accepted	Y	A
BEI: text edit	Corps	Section V	modified language to make Bank Establishment apply only to Phase 1, instead of the Bank as a whole. Triggering formal modification process even for inclusion of subsequent phases that are accurately presented in the current BEI and exhibits	BEI applies to each area of the bank included in a new phase	Y	B

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BEI.7	Corps	Section VII.A	<i>What does this mean? Is this per Area of the Bank that has been added to the Bank? Of the entire Bank Property, even if the Area has not been phased into the Bank yet?</i>	Provided a simpler change by stating in the Recitals that the BEI applies to each area within an approved Phase of the Bank.	N	C
BEI.8	Corps	Section VII.A	<i>What are we to do with this? Are we to hopefully issue an approved JD? What if we disagree with it?</i>	This is language is intended to address the alluvial fan crediting concept approved by the IRT, discussed and approved at 3/1 meeting.	N	C
BEI.9	Corps	Section VII.A	<i>I have suggested a definition to identify what this means.</i>	Added citation to development plan	Y	C
BEI.10	Corps	Section VII.A	<i>Need to define.</i>	Unnecessary language pertaining to CRAM and UPS	Y	C
BEI.11	Corps	Section VII.A	<i>We don't have "final" performance standards.</i>	template language	Y	C
BEI;text edit	Corps	Section VII.A	deleted: If any or all IRT members choose not to conduct a site visit, the credit release can still occur.	Revised to delete this statement in the section pertaining to 404 Credits.	N	A
BEI;text edit	Corps	Section VII.D	introduced performance standards, as-builts, dev plan modifications and reports for preservation releases	Preservation credits do not have these requirements, as agreed upon during 3/1/16 call.	Y	C
BEI;text edit	Corps	Section VII.E.2.b3	Deleted IRT requested language pertaining to additional costs.		N	C
BEI;text edit	Corps	Section VII.E.3	Deleted IRT requested language pertaining to audit details		N	C
BEI;text edit	Corps	Section X.1.C	Deleted IRT requested language pertaining to permit responsibility		N	C
BEI;text edit	Corps	Section XII.Q	Fixed template citation of CFR section	Edit made	Y	A
BEI;text edit	Corps	Section XII.K	Deleted IRT requested language pertaining to notice to Grantee		N	C
SERVICE AREA MAPS (EXHIBIT B-1)						
B-1: text edits	Corps	Throughout	Several minor edits			
B-1: 01	Corps	2	<i>What are "each" of the service areas? This lacks context.</i>	References to each service area have been removed.	N	A
B-1: 02	Corps	2	<i>Are they "protected" habitat or sensitive habitats under CEQA?</i>		N	C
B-1: 03	Corps	2	<i>What are "each" of the service areas? None are described.</i>	See response to comment B-1:1	N	A
B-1: 04	Corps	3	<i>Same comment.</i>	See response to comment B-1:1	N	A
SERVICE AREAS DESCRIPTIONS (EXHIBIT B-2)						
B-2: text edits	Corps	Throughout	525 minor text revisions			
B-2.1	Corps	3	Does CEQA actually provide "authorization"? Suggest modifying language.		N	C
B-2.2	Corps	3	How did local guidance apply to state and Federal service area determinations?		N	C
B-2.3	Corps	4	Is there anything in writing indicating our District formally adopted SPK's guidance?	Modifying language to refer only to Final MMG	N	A
B-2.4	Corps	4	How do these types relate to the various service areas described below? Why are the "types" necessary if this term is not used again?	Revised to remove reference to the types and instead simply discuss criteria by which service areas are determined.	N	A
B-2.5	Corps	4	Type A?	Reference to types have been removed, so they are not used here.	N	C
B-2.6	Corps	4	Type B?	See response to comment B-2:5	N	C
B-2.7	Corps	4	This is not an area description. Please revise.	Revised to remove discussion of what a tertiary service area may be used for.	N	A
B-2.8	Corps	4	Type C?	See response to comment B-2:5	N	C
B-2.9	Corps	4	Redundant with paragraph above. Is this necessary to restate?	Text deleted	N	A
B-2:10	Corps	5	The above discussion only mentions the SPK PN guidance. This seems to come out of nowhere. Why is this not included above?	Updated to reflect Final MMG	N	A
B-2:11	Corps	5	Isn't this final now? If so, please update and cite QMS number.	See response to B-2:10	N	C
B-2:12	Corps	5	Which one?	See response to B-2:10	N	C
B-2:13	Corps	5	This seems overly redundant with discussion immediately above and confusing to follow.		N	C
B-2:14	Corps	5	If this remains, please update.	See response to B-2:10	N	C
B-2:15	Corps	8	What's the basis for this Service Area? This only tells me what it is, not how we determined it was appropriate.	Added language relating justification to criteria, see comment B-2:4	N	C
B-2:16	Corps	8	2.1 cites to both Sacramento District guidance and SPD guidance. Is this a correct reference as to the guidance and was actually considered?	See response to comment B-2:10	N	A
B-2:17	Corps	8	This is not an area description. Please correct.		N	C

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B-2:18	Corps	9	Above you cite the Sacramento District guidance. How was this guidance considered? And isn't this guidance final?	See response to comment B-2:10	N	A
B-2:19	Corps	9	That immediately above or the Sacramento District guidance. Please clarify.	See response to comment B-2:10	N	A
B-2:20	Corps	9	Update. See comment above as well.		N	C
B-2:21	Corps	15	This does not provide a justification for these HUC-10s.		N	C
B-2:22	Corps	16	How far out of the designated Service Area can be considered?		N	C
B-2:23	Corps	16	Spell out		N	C
B-2:24	Corps	18	This exhibit also cites the SPD QMS. Please include as a reference document.	See response to comment B-2:10	N	A
DEVELOPMENT PLAN (EXHIBIT C-1)						
C-1: 1	Corps	General	This Plan includes elements that are supposed to be part of the Interim Management Plan based on the definitions in the BEI.	The IRT requested we include all elements of the Mitigation Plan required per the Mitigation Rule in the Development Plan. Per Corps resolution of 3/4, these elements remain in the Development Plan.	N	C
C-1: 2	Corps	throughout	Various text edits including changes in capitalization		N	C
C-1: 3	Corps	i, Exec Summary	The BEI states the Bank is 4049 acres in all.	The acreage in the Development Plan is correct. The BEI acreage is being corrected.	N	C
C-1: 4	Corps	i, Exec Summary	What about CEQA and CESA?		N	C
C-1: 5	Corps	i, Exec Summary	This [tri-colored blackbird credits] is not a Credit category in the BEI.	The text states that tri-colored blackbird credits will not be requested at this time.	N	C
C-1: 6	Corps	throughout	Changed "mitigation" to "Compensatory Mitigation"		N	C
C-1: 7	Corps	i, Exec Summary	[Re: Mitigation actions in the Bank Properties will aim to restore and/or preserve the sensitive habitat resources described above] What about Establishment and Enhancement?		N	C
C-1: 8	Corps	i, Exec Summary	Areas E and F are referred to as Phase 1 north and Phase 1 south and Phase 2 west and Phase 2 east in the legal description provided in Exhibit E. Why are they not referred to differently?	A foot note has been added to clarify that Areas E and F are referred to differently in the title report.	N	A
C-1: 9	Corps	xvii Acronym list	needs to match those in the BEI	Updated to match acronym list in BEI	N	C
C-1: 10	Corps	p 18 PART I	Please correct/adjust acreages identified in Parts II-V to ensure they add up to this acreage.	See response to comment C-1: 3	N	A
C-1: 11	Corps	p 18, Goal #4	Not all of these types result in a gain of aquatic resource functions.	Revised to state that the activities will result in the the gaining and maintaining of aquatic resources.	N	A
C-1: 12	Corps	p 19, Section 1.1	What are they [Bank owner] responsible for under this Plan? Implementation of it is a responsibility of the Bank Sponsor.	The bank owner has been deleted from the list of responsible parties	N	A
C-1: 13	Corps	throughout	Changed "Bank Properties" to "Bank Property"	Addressed with Recital in BEI.	N	C
C-1: 14	Corps	p 20, Section 2.2	This is unrelated to ownership status as the heading signifies. Further, the Bank Sponsor is responsible for interim management, not the property owners.	Text revised to remove reference to interim management.	N	A
C-1: 15	Corps	p 21/23, Section 2.3.1/2.3.2	The key item is that we issued an approved JD. Please enter the date we issued it.		N	
C-1: 16	Corps	p 27 Section 2.7	What about the 1949 SCE easement and well easement? What about the severed mineral rights? Please discuss.	Text revised to include discussion of 1949 SCE and well easements. The mineral rights are not discussed because they are covered by the remoteness opinion and therefore not relevant.	N	A
C-1: 17	Corps	p 32 Section 4.1	Suggest adding the definition of restoration.	Restoration (lowercase 'r') is used here as a general term	N	C
C-1: 18	Corps	p 35, Section 4.1.5	[Re SWHA field surveys] When?		N	C
C-1: 19	Corps	p 35, Section 4.3	Modified to make consistent with discussion in Exhibit F-1.1,	Existing text replaced with text from F-1.1	N	A
C-1: 20	Corps	p 36, Section 4.4	Is anyone providing "Establishment Credits?"	Establishment is discussed in A narrow portion of the rift valley wetland complex is being widened, which constitutes establishment (as discussed in Part II, Section 1.2.1.)	N	C
C-1: 21	Corps	p 36, Section 4.4	How do these Credit labels fit within the Uniform Rehab Credit discussed earlier?		N	C
C-1: 22	Corps	p 36, Section 4.4	Add discussion of Buffer Credits.	Buffers are discussed in the USACE Crediting Methodology, and are a resource type. This section discusses mitigation types (re-establishment, rehab,etc.)	N	C

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C-1: 23	Corps	p 37, Section 4.4	Credit release is not just tied to performance attainment.	Revised to indicate that credits will be released as performance standards and other requirements are met.	N	A
C-1: 24	Corps	p 37, Section 4.4	An amendment to the BEI would be needed to provide any corresponding increase in Credits.	Revised to indicate an amendment would be required to approve an increase in credits.	N	A
C-1: 25	Corps	throughout	Changed "404 Credits" to "Waters of the US Credits"		N	C
C-1: 26	Corps	throughout	Changed "Swainson's hawk Credits" to "CESA Credits"		N	C
C-1: 27	Corps	p 45 Section 5.1	[Re adjustments to LTMP if grazing is degrading preservation areas] Interim management plan as well?	Revised to refer to interim management too.	N	C
C-1: 28	Corps	p 47, Section 6	Retitled section "PERFORMANCE MONITORING AND PERFORMANCE STANDARDS FOR RESTORATION SITES "		N	C
C-1: 29	Corps	p 47, Section 6	Is this separate from the Enhancement areas described in section 9 below?		N	C
C-1: 30	Corps	p 50 6.1.4	Will a new approved JD be issued [in years 3 and 5]? If not, what's the plan for IRT review and agreement?	See response to comment C-1:15	N	C
C-1: 31	Corps	p 51, Section 7.3	These [water/gradient control structures] have not yet been described and there at this point it is unclear what these consist of. Can you cite to the Part and section where these are discussed?	Revised to include reference	N	A
C-1: 32	Corps	p 51, Section 7.5	What infrastructure? Can you cite the Part and section where this is described?		N	C
C-1: 33	Corps	p 52, Section 8.0	Retitled section "AVOIDANCE AND MINIMIZATION MEASURES FOR RESTORATION ACTIVITIES "		N	C
C-1: 34	Corps	p 52, Section 8.1	[Re 'concrete will not be placed in WoS'] What about Waters of the US?	Text added	N	A
C-1: 35	Corps	p. 53-54, Section 8.2.	Moved entire Section 8.2 (Avoidance of Cultural Resources) to Section 14.	Move accepted	N	A
C-1: 36	Corps	p. 53-54, Section 8.2.	This is a conclusion.		N	C
C-1: 37	Corps	p. 53-54, Section 8.2.	And our obligations to consult.		N	C
C-1: 38	Corps	p. 54, Section 9	Retitled section, " MANAGEMENT AND PERFORMANCE MONITORING AND PERFORMANCE STANDARDS IN ENHANCEMENT AREAS "	Heading changed to "Monitoring" rather than "Management and Monitoring"	N	A
C-1: 39	Corps	p 54-55, Section 9	Added text: Monitoring Enhanced habitats will occur annually throughout the performance monitoring period beginning the first spring following completion of the Enhancement activities. Data will be collected in each monitoring year during spring or early summer to assess native vegetation. The performance monitoring methods and Performance Standards are summarized below. More details on the Performance Standards for Enhancement areas of the Bank Property are included in Part II – Part VII below. Performance Standards include both CRAM-based Performance Standards and UPS measured using permanent transects. The USACE and the Lahontan Regional Water Board will base performance of each Enhancement area using the results of both CRAM and UPS, while CDFW will determine performance of each Enhancement area using data collected during UPS monitoring. Performance monitoring will continue on an annual basis until the site has met all Performance Standards and the USACE, Lahontan Regional Water Board, and CDFW have each agreed in writing that the Enhancement area has met all Performance Standards. These Performance Standards must all be met in consecutive order and while it is expected that these Performance Standards would be met over five consecutive years, due to uncertainties in the performance of the habitats, Performance Standards may be met earlier or later than the corresponding year. However, the Bank Property will be monitored for a minimum of five years. Due to drought conditions, Performance Standards may not be met in the amount of time typically expected under normal conditions. Therefore, if monitoring areas do not meet the Performance Standards within five years, monitoring will continue until all Performance Standards are met.	This information is already included throughout the document.	N	C
C-1: 40	Corps	p 58	Added Section 10 Enhancement Area Maintenance and Management heading		N	C
C-1: 41	Corps	p 58	Added Section 11 Heading: Management and Monitoring Activities in Preservation Areas"		N	C
C-1: 42	Corps	p 58, Section 9.3	Moved Section 9.3 to Section 15.		N	C

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C-1: 43		p 58, Section 9.3	This [adaptive management] should not be limited to non-Restoration areas.	The language originally applied to all areas, but legal counsel changed section title making it only apply to Preservation.	N	C
C-1: 44	Corps	p 59, Section 10	What are these [covered habitats]?		N	C
C-1: 45	Corps	p 59, Section 10	Deleted: The annual report shall identify and describe any Remedial Action proposed. As described in the BEI, the Signatory Agencies may require the Bank Sponsor to develop and implement a Remedial Action Plan to correct non-minor Remedial Actions. Examples of non-minor Remedial Actions may include ameliorating degradation caused by a natural event such as wildfire, flooding, or landslides; if a Remedial Action Plan is determined to be necessary, it will be submitted to the IRT as a hard copy and in editable electronic format within 60 days of the date of written notice from the Signatory Agencies.		N	C
C-1: 46	Corps	p 60	Added new Section 13 and text: "13.0 INTERIM MANAGEMENT PLAN Maintenance and management of the Bank Property during the performance monitoring period falls within the Interim Management Period. The Interim Management Period, as defined in the BEI, begins on the Bank Establishment Date and continues until all Performance Standards have been met and the Endowment Fund has been fully funded for three years. For the length of the Interim Management Period, performance monitoring of the Bank Property's biological resources as outlined in Section ____ of this Development Plan will occur in addition to the maintenance and management tasks described in the Long-term Management Plan (Exhibit D-5 of the BEI). Performance monitoring will occur until all Performance Standards have been met. Once all Performance Standards have been met, monitoring efforts for the remainder of the Interim Management Period will follow the monitoring protocol identified in the Long-term Management Plan. Maintenance, management and monitoring tasks during the Interim Management Period will be funded and implemented by the Bank Sponsor.	See response to comment C-1:1	N	C
C-1: 47	Corps	p 60	Changed reference from State Historic Preservation Officer to Section 106 of National Historic Preservation Act	Edit made	N	A
C-1: 48	Corps	p 60, new Section 14	Confer with Danielle regarding this section.			
C-1: 49	Corps	p 60, new Section 14	NWP #27 condition 3 requires notification of any discovery. Please make this section consist with the permit.	The section has been revised to include notification of any discovery and work stoppage in the area where the discovery occurred until reauthorized by the Corp.	N	A
C-1: 50	Corps	p 60, new Section 14	This applies to all sites. Is this better suited to be addressed in Exhibit J than here?	Information discussed in PART I applies to the entire Bank Property.	N	C
C-1: 51	Corps	p 60, new Section 14	Eligibility determinations require SHPO consultation and concurrence. The Corps made a no potential to cause effects. I modified the discussion accordingly.	Change accepted	N	A
C-1: 52	Corps	p 60, new Section 14	CDFW/RWQCB don't need to be involved for compliance with state law?		N	C
C-1: 53	Corps	p 60, new Section 14	However, in the event of a discovery, the permit requires work suspension in the area of the discovery and notification to the USACE, and no work can resume until authorized by the USACE.	See response comment C-1:49	N	A
C-1: 54	Corps	p 61, new Section 14	Need to add language per special condition 3 of the permit regarding suspension of work in the area of the discovery and notification to the USACE, and no resumption of work until authorized by the USACE.	See response comment C-1:49	N	A
C-1: 55	Corps	p 61	Removed references to updating LTMP for Adaptive Management	Reference to LTMP removed	N	A
C-1: 56	Corps	p 61, new section 15	Needs to match definition in BEI.	Revised to match BEI definition	N	A
C-1: 57	Corps	p 61, Reporting	The annual report in the BEI regarding Bank Development is due November 15. Are you intending to provide separate annual reports – one under the BEI in November and one in December per this Development Plan?	A single annual report will be submitted December 15, as stated in the Development Plan. The BEI has been revised accordingly.	N	A
C-1: 58	Corps	p 62	Added new section Site Visits Members of the IRT may visit the Bank Property at any time to assess compliance with the Development Plan. It is requested that a minimum of 24 hour notice be given to the respective property owner prior to such a site visit by any member of the IRT.	BEI already covers this.	N	C

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C-1:59	Corps	p 62	Edited: IRT USACE, CDFW, and Lahontan Regional Water Board Confirmation The IRT may require a site visit to confirm successful completion of the Bank mitigation activities. It is requested that a minimum of 24 hours' notice be given prior to such a site visit by the IRT. Once the IRT USACE, CDFW, and Lahontan Regional Water Board has reviewed the final report written confirmation of mitigation success would be provided by the IRT at that time. This written confirmation from the IRT will then conclude the performance monitoring for the Bank. and/or conducted a site visit, the USACE, CDFW, and Lahontan Regional Water Board, in consultation with USEPA, will each independently determine whether Bank Compensatory Mitigation activities have been successfully completed and notify the Bank Sponsor in writing	Edit made	N	A
C-1:60	Corps	p 62	Deleted entire Section 13 (Long-Term Management) with comment: This is not an element of the Development. Further compliance monitoring of the Conservation Easement is not an element of long-term management, as that is a duty of the property owner to fulfil.	See response to comment C-1: 1	N	C
C-1:61	Corps	PART II	[Re "Wetland Restoration Site"] At this site there is Establishment going on, which is by definition not restoration.	The Wetland Restoration Site includes establishment, re-establishment, and rehabilitation.	N	C
C-1:62	Corps	p 64, Section 1.1	[Re Fig 19 reference] All or just the Rift Valley. It's unclear because this sentence is under the Rift Valley Site.		N	C
C-1:63	Corps	throughout	Changed "Wetland Restoration Site" to "Wetland Establishment Area"		N	C
C-1:64	Corps	p 65 Section 1.2.1	Changed "Wetland Mitigation Activities" to "Wetland Restoration"		N	C
C-1:65	Corps	p 67 Section 1.2.2	Suggest adding a statement indicating that this was converted to Uniform Rehab Credits.		N	C
C-1:66	Corps	p 68 Section 1.3.6	[Re adjacent to the Rift Valley] But within the Rift Valley Restoration Site?	"adjacent to the Rift Valley" deleted for clarity.	N	A
C-1:67	Corps	p 70 Section 1.5.2	What's the reference for the wetland Establishment area?	Reference sites apply to the entire restoration site. "for the restore ponds" deleted for clarity.	N	A
C-1:68	Corps	p 72 Section 2.2.1	Changed "Stream Mitigation Activities" to "Stream Rehabilitation"		N	C
C-1:69	Corps	p 72 Section 2.3.2	What measures?	Revised to refer readers to description below.	N	A
C-1:70	Corps	p 73 Section 2.3.6	Did you mean the Petersen Stream Restoration Site? Petersen Stream has not been mentioned.	Revised to refer to Petersen Stream Restoration Site	N	A
C-1:71	Corps	p 74 Section 2.4	Not all is technically restoration. My fix is to cite Compensatory Mitigation activities instead.	Revised to refer to mitigation activities	N	A
C-1:72	Corps	p 74 Section 2.5	[Re "The performance of the Petersen Stream Restoration Site will be based on monitoring for appropriate hydrological, physical and biological properties of the re-established areas"] Why only the Re-Established areas? Why not the Re-Established, Rehabilitated and Enhanced areas?	Text updated to include rehabilitated and enhanced areas.	N	A
C-1:73	Corps	p 74 Section 2.5.1	Can you cite to the Part of the document where these AAs are discussed	Reference added	N	A
C-1:74	Corps	p. 77 Section 3.1.2	The Conservation Easement needs to be over all of Area A; however, this section relates to areas specifically outside the Two Restoration Areas. The discussion related to the Two Restoration Sites does not include reference to a conservation easement.	Reference to the CE added	N	A
C-1:75	Corps	p 89 PART VI	Is there such a term as CEQA-sensitive? This reads like it's confidential under CEQA that habitats considered sensitive under CEQA.		N	C
C-1:76	Corps	p 91110 Section 1.3/4.3	What is the relevancy [of the alternatives analysis] for this Development Plan? Are we planning on permitting actions under RGP 70? If so, this discussion seems applicable for the permit process.	Corps requested this section.	N	C
C-1:77	Corps	p 91 Section 1.3	2015 is what is cited in the references.	References are now consistent	N	A
C-1:78	Corps	p 103/107 PART VII Section 2.5/3.5	Cite reference section or page in lieu of "above" for clarity.	Reference added	N	A
C-1:79	Corps	p 117, Section 5.3	This is not an alternatives analysis but a justification for the structures.		N	C
C-1:80	Corps	p 121 Section 6.2	What are these [covered habitats/species]?		N	C
CONSTRUCTION SECURITY (EXHIBIT C-2)						
C-2: 1	Corps		1 The Development Plan does not use these terms. Suggest change to "Restore, Enhance, Establish aquatic resources and sensitive habitats on the Bank Property in accordance with the Development Plan (Exhibit C-1 of the BEI)."		N	C
C-2: 2	Corps		1 Need to include the cost of as-builts.		N	C
C-2: 3	Corps		1 USACE will need to agree to language and changes in the amounts shown once there are third party contracts in place.	The amounts are final; this language was carried over from earlier draft versions. The text has been revised to remove reference to updating the document.	N	A

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
C-2. 4	Corps		1 There are 2 restoration sites, why are costs not first broken down by site and then totaled?	Engineers estimate will be emailed to the Corps, and reference to this email added to the document.	N	A
C-2. 5	Corps		3 Because there 4 restoration sites, why are costs not first broken down by site and then totaled?	See response to C-2.4	N	A
C-2. 6	Corps		3 What about the buried rip-rap at the Turkey Tail Floodplain Restoration Site? What about the rip-rap and boulders at the Joey Stream Restoration Site?	Rip-rap and bolders are included in the cost. Text revised to indicate this.	N	A
C-2: text edits	Corps	throughout	minor changes to text, new language added in last paragraph. <i>If at any time during the life of the security, the USACE draws upon the Construction Security for a particular phase, the Bank Sponsor will replenish the Construction Security as outlined section VIII.E.1.a.2 of the BEI. Each letter of credit will be released upon completion of the activities covered by that letter of credit pursuant to the relevant requirements outlined in section VIII.E.1.a.3 of the BEI.</i>	Added text included	N	A
Exhibit C-3 Performance Security						
C-3: text edits	Corps	throughout	minor changes to text.	Edits made	N	A
C-3: text edits	Corps		1 Deleted "or other form acceptable to the IRT"	Edit made	N	A
C-3:1	Corps		1 Will need to revisit once finalized.-reference to cost estimate amounts	The amounts are final; this language was carried over from earlier draft versions. The text has been revised to remove reference to updating the document.	N	A
C-3.2	Corps		1 Add sentence: The USACE will have the right to draw on this security in accordance with section VIII.E.1.b. of the BEI.	Already covered in BEI	N	A
C-3.2	Corps		2 Change entire last sentence to read:The Performance Security for all Areas shall be canceled upon completion of the requirements outlined in Section VIII.E.1.b.3 of the BEI.	should say for each area	N	C
INTERIM MANAGEMENT SECURITY (EXHIBIT D-1)						
D-1: text edits	Corps	throughout	minor changes to text.		N	C
D-1.1	Corps	1	See comments on the Interim Management Plan. The Interim Management Plan is to address monitoring, maintenance, management, adaptive management, reporting of all Compensatory Activities, not just areas outside the restoration areas. Accordingly, this security does not provide any financial security for the restoration areas.	per 3/4 corps decision.	N	B
D-1.2	Corps	1	The BEI states cost estimates should be based on tasks implemented by a third party in present day dollars or equipment prices in present day dollars. I added in this statement to document consideration of the above language from the BEI.	Edit made	N	A
D-1.3	Corps	1	Please provide the spreadsheet as to how these numbers were calculated.	Requested table was included in pdf which was submitted to IRT.	N	A
D-1.4	Corps	1	See comment above regarding what the Interim Management Plan is to include which necessitates adjusting these numbers.		N	B
ENDOWMENT FUND ANALYSIS AND SCHEDULE (EXHIBIT D-2)						
D-2: text edits	Corps	throughout	Many text edits.		N	C
D-2.1	Corps	1	This amount included long-term management funds and CE compliance funds. The latter is part of a separate endowment held by SRMA and must be deducted from the amount cited here.	CE compliance funds now in separate endowment and subtracted from long-term management endowment fund.	Y	A
D-2.2	Corps	1	Have to subtract a smaller number from the SCE easement for this endowment amount cited here. Further, you have to delete all CE compliance monitoring from all areas in the spreadsheet. Thus all the amounts must be adjusted.	Change required to account for 50% of easement compliance costs counting towards credit release	Y	B
D-2.3	Corps	1	Must adjust to delete all of the Easement compliance costs and update the totals accordingly. In addition, must modify the assumptions that indicate a "Ranch manager" will be conducting certain tasks. In the BEI, there is no such Ranch manager. The Long-term Management Plan is a responsibility of the property owner.	See response to D-2.1. Ranch Manager is employee of property owner. Revised to refer to property ownder.	Y	A
D-2.4	Corps	1	Please spell out		N	C
D-2.5	Corps	1	Please spell out		N	C

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
D-2.6	Corps	1	You must delete all of the easement compliance costs from this table and calculations. They belong in the separate Grantee Duties Endowment.	There is no Grantee Duties Endowment defined in any of the templates, guidance or regulations.	Y	B
D-2.7	Corps	1	Do the numbers in this table reflect the entire acreage of Area A, including the 320-acre SCE easement area or are the numbers based on 1,066 acres (which does not include the 320-acre SCE easement area? This question relates to both long-term management and CE compliance numbers. My understanding is that WRA prepared the long-term management numbers and SRMA prepared the easement compliance costs. Please provide a letter or email from each that indicate the acreage they considered for Area A in arriving at their numbers.	It includes the entire acreage, which is why the \$ amount from the SCE easement is subtracted from the total amount as described in the first paragraph which was deleted by Corps staff. A footnote has been added to clarify this information.	N	A
D-2.8	Corps	1	Same comment as above. It's unclear whether the numbers (CE compliance and long-term management) actually include or do not include the 320-acre SCE area within Area A.	See first paragraph deleted by Corps staff which explained this. See comment D-2.8	N	A
D-2.9	Corps	2	Please provide the calculation breakdown as to how each Endowment Amount was calculated. I'm not arriving at the numbers that were provided, notwithstanding my comment about having to delete the easement compliance costs.	Calculation breakdown for each area has been added.	N	A
D-2.10	Corps	2	I don't see where this admin cost was factored in. There is no separate line item on the tables for this cost. Does this relate to long-term management or CE compliance monitoring?	10% admin was added to annual management cost prior to applying 4% capitalization rate to determine endowment amount. Table revised to show this line item.	N	A
D-2.11	Corps	2	I don't see where this was factored in. I don't see a line item for this-pertaining to contingency	There is a contingency column in the table.	N	C
D-2.12	Corps	2	This amount included long-term management funds and CE compliance funds. The latter is part of the Grantee Duties Endowment, which is a separate endowment to be held by SRMA and must be deducted from the amount cited here.	See response to D-2.1.	Y	A
D-2.13	Corps	2	Have to subtract a smaller number from the SCE easement for this endowment amount cited here. Further, you have to delete all CE compliance monitoring from all areas in the spreadsheet. Thus all the amounts must be adjusted.	See response to D-2.1.	Y	A
ENDOWMENT AGREEMENT (EXHIBIT D-3)						
D-3.1	Corps	11	Fix all addresses	An entirely new document was provided. The original agreement will be used but has been modified to account for two endowments.	N	C
INTERIM MANAGEMENT PLAN (EXHIBIT D-4)						
D-4: text edits	Corps	throughout	minor text edits.		N	C
D-4.1	Corps	1	Why does this exhibit not have a cover sheet like the development plan and long-term management plan? It needs one.	Cover page added	N	A
		1	The Development Plan has a comma after Veritas. What is correct - comma or no comma?	the correct form is Land Veritas Corp with no comma or period	N	A
D-4.2	Corps	1	Won't this be implemented per Phase?	Clarification added	N	A
D-4.3	Corps	3	The development plan and long-term management plan both discuss cultural resources. Shouldn't this plan as well?		N	C
D-4.4	Corps	3	This Plan is to include monitoring of all Compensatory Mitigation activities, not just areas outside of the restoration areas. One option is to merge this plan into the Development, similar to the Soquel Mitigation Bank. That way we will have 1 plan that addresses interim management for all Compensatory Mitigation Areas.	This plan describes maintenance, monitoring, and management of all of the Bank's habitats, not just habitats outside of restoration areas. This includes all maintenance, monitoring, and management activities that are not associated with performance monitoring. Per comment D-4.6 below, Section 4 in the IMP has been modified to clarify this. Performance monitoring is described in the Development Plan. See response to comment D-4.9 below.	N	C
D-4.5	Corps	3	Please match definition from BEI--reference to "Adaptive Management"	Edit made	N	A
D-4.6	Corps	3	What are these areas? Did you mean Restoration sites?-reference to "bank development areas"	This is an error. The IMP covers all areas of the bank, not just restoration sites (referred to here as the bank development areas). The reference has been deleted.	N	A

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
D-4.7	Corps	4	Who is this? This is not an entity mentioned in the BEI.-reference to Ranch manager	Ranch manager is an employee of the property owner. Reference to ranch manager changed to property owner.	N	A
D-4.8	Corps	6	This date does not match the date in the BEI. Is there a reason for the difference?	A single annual report will be submitted December 15, as stated in the Development Plan. This IMP and the BEI have been revised accordingly.	N	A
D-4.9	Corps	3	What are the "Development Areas"? This is an undefined term. Did you mean Restoration areas? The Development Plan discusses management and monitoring of Enhancement Areas and Preservation Areas. It's unclear what is truly to be covered by this Plan and what is to be in the development plan. What is in this Plan drives the interim management security. It seems to me that the management, monitoring, Adaptive Management, report for all areas of the Bank are to be part of this document, and not the Development Plan. Otherwise, the Interim Management Security seems to be underfunded.	The performance security covers performance monitoring and any additional maintenance activities implemented in order to help achieve performance standards. If these items are included in IMS the sponsor will be double securing these items and the security covering perf. related tasks would be held for at least three years after the performance standards have been met. Corps approved existing language 3/4/16.	N	C
D-4.10	Corps	3	See comment in Development Plan about elements that are to be part of this plan, for example restoration maintenance.	ditto	N	C
LONG-TERM MANAGEMENT PLAN (EXHIBIT D-5)						
D-5: text edits	Corps	Throughout	520 text revisions.		N	C
D-5.1	Corps	5	This burial plot is not even discussed in the Development Plan under cultural resources. Why is the discussion of cultural resources different between the plans?	each plan has a different purpose. An off-site resource that is accessed via the property has no effect on the Dev. Plan but is important for LTM.	N	C
D-5.2	Corps	5	Why are these not discussed further? Weren't these burned in the Powerhouse fire? Why is there overlap with now Section 7? The plan only needs to discuss cultural resources in 1 location.		N	C
D-5.3	Corps	6	What about the other easements, such as well easement and other utility easement held by SCE? What about the severed mineral rights?	Text revised to include discussion of 1949 SCE and well easements. The mineral rights are not discussed because they are covered by the remoteness opinion and therefore not relevant.	N	A
D-5.4a	Corps	13	Why do you send the reader to Section 8 for this property yet for the Elizabeth Lake property description you don't. Please be consistent.	Elizabeth Lake property description revised to refer readers to Section 8.	N	A
D-5.4b	Corps	13	There does not need to be multiple discussion of cultural resources. I suggest cultural resources only be discussed for the entire Bank Property in section 8.		N	C
D-5.5	Corps	20	What about actions outside of the restoration areas that are part of the Development Plan?-reference to description of Dev Plan focus		N	C
D-5.6	Corps	29	This belongs in the Conservation Easements.-in reference to permitted activities	The CE template references the discussion in the LTMP. Agreement reached on 3-1 not to remove section from LTMP.	N	C
D-5.7	Corps	30	Why is this discussion different than that in the development plan?-in reference to cultural resources protections		N	C
D-5.8	Corps	31	Which are of low quality. The plan did not discuss "quality" of any sites.		N	C
D-5.9	Corps	31	Page 3 of this plan states Michael Brandman Associates completed the report for Elizabeth Lake Property. Please clarify.		N	C
D-5.10	Corps	31	This is required in any part of the Bank Property. Please fix.-reference to cultural resource protections		N	A
D-5.11	Corps	31	Please include language from special condition 3 of the NWP #27 verification.-cultural resources protections	The section has been revised to include notification of any discovery and work stoppage in the area where the discovery occurred until reauthorized by the Corp.	N	A
D-5.12	Corps	37	Figure 4 states the USDA road easement is to be abandoned. The discussion states it would be relocated. Please fix.	Easement has expired, this language has been deleted	N	A

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
D-5:13	Corps	App. A: 1	What are considered "covered resources"?		N	C
D-5:14	Corps	App. A: 4	Who is this? This entity is not a signatory to the BEI -reference to ranch manager	See response to comment D-4:7	N	A
D-5:15	Corps	App. A: 7	Again who is this?	See response to comment D-4:7	N	A
D-5:16	Corps	App. A: 8	Not sure I follow. Eventually there will be Conservation Easements over the entire Bank. Did you mean to say that this plan will be implemented over the entire Bank Property, even before Conservation Easements are recorded over all of it?	Language has been modified to add clarification	N	A
D-5: text edits	Corps	Appendix A	139 text edits		N	C
Bank Closure Plan (Exhibit D-6)						
D-6: text edits	Corps	Entire	Replaced text of entire exhibit with exact BEI language	Edits made	N	A
PAW (EXHIBIT E-2)						
E-2.1: text edits	Corps	Throughout	223 text revisions		N	C
E-2.1:1	Corps	1	Please ensure consistency throughout documents. In the title report there is NO hypen.-refer to LV-Lake Elizabeth	Documents revised for consistency	N	A
E-2.1:2	Corps		5 Because this is a signed document, I don't want it to refer to other exhibits for the information Please have Exhibit E-1 cite to this exhibit instead or let's delete from E-1..	Title report is now included.	N	A
E-2.1:3	Corps		6 These were not provided with this document but are part of Exhibit E-1. Please include them here and let's get rid of them as part of E-1.	Encumbrance documents now included.	N	A
E-2.1:4	Corps		7 Which are being subordinated? We need to see the subordination agreement.	Text has been deleted, no longer applies.	N	A
E-2.1:5	Corps		7 Shouldn't this be 2015-2016? Items 1a-1i related to General and Special taxes and assessments for fiscal year 2015-2016.	Text has been updated.	N	A
E-2.1:6	Corps		8 How will this affect the Conservation Values of the area encumbered by the CE, despite the fact that it's not part of the crediting? Per paragraph 2 of this document, you have to address the manner in which this encumbrance may affect the CE	Each easement analysis has been updated to indicate the affect on the conservation values of the area encumbered by the CE.	N	A
E-2.1:7	Corps		9 Title report states #35 affects Parcel 11? Does it?	Text added.	N	A
E-2.1:8	Corps		10 Need to address how it affects the CE, not crediting.	See response to comment E-2.1:6	N	A
E-2.1:9	Corps		10 Though noted in the legend on the plat map, I don't see this easement plotted. Where is it?	Plat map has been revised to show this easement.	N	A
E-2.1:10	Corps		10 What about 2109?	The text has been revised to clarify Instrument Numbers 3105, 3124, and 2109.	N	A
E-2.1:11	Corps		11 What about the CE?	See response to comment E-2.1:6	N	A
E-2.1:12	Corps		11 Only .51 acre is discussed above. Please discuss this entire acreage.	1.23 acres includes all three instruments (3105, 3124, and 2109). The text has been clarified.	N	A
E-2.1:13	Corps		11 There is no discussion of #10, and this easement was deleted from the title report.	#10 expired and has been deleted from the PAW.	N	A
E-2.1:14	Corps		11 Will this road be maintained?	Trail will not be maintained. Text has been clarified	N	A
E-2.1:15	Corps		11 How does this affect the CE?	See response to comment E-2.1:6	N	A
E-2.1:16	Corps		12 Who is this?-reference to Ranch Manager	The Ranch Manager is an employee of the Property Owner, they act on behalf of the Property Owner. Text revised to refer to the Property Owner instead.	N	A
E-2.1:17	Corps		13 What about the CE?	See response to comment E-2.1:6	N	A
E-2.1:18	Corps		13 What about the CE?	See response to comment E-2.1:6	N	A
E-2.1:19	Corps		14 Please indicate what is considered grading site 4.	Text clarified to refer to restoration site 4, and state that it is just outside the the eastern boundary of the Bank Property (offsite improvements required to ensure success of site 4 restoration activities).	N	A
E-2.1:20	Corps		14 How will it affect the CE?	See response to comment E-2.1:6	N	A
E-2.1:21	Corps		14 Has IRT reviewed and agreed these rights do not need to be reacquired or subordinated?	IRT reviewed and agreed. Issue resolved by legal 2/26/16 - no change required	N	C
E-2.1:22	Corps		15 What about the CE? Will this affect the Public Access provision in the CE?	Issue resolved by legal 2/26/16 - no change required.	N	C
E-2.1:23	Corps		16 Has not been discussed in this document.-reference to USFS road	Reference to the forest service road have been deleted because the easement expired.	N	A

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
E-2.1:24	Corps	16	This easement has not been described. How with the CE be affected?	See response to comment E-2.1:23 See response to comment E-2.1:6	N	A
E-2.1:25	Corps	16	Why was item 10 intentionally deleted? This is the USDA road easement, which was plottable. Why was item 37 intentionally removed?	See response to comment E-2.1:23	N	A
E-2.1:26	Corps	17	This is the plotted easement map. Please attach here. You can cite to this Exhibit in E-3 or let's get rid of E-3. Map needs to be corrected. Book 31643 occurred in 1949 not 1971. Where's the dark purple easement? The USDA easement is noted as being abandoned and then separately relocated; however, this easement was intentionally deleted from the title report. There's no context for this easement on this map.	The easement map has been corrected and added to the document.	N	A
E-2.2. text edits	Corps	throughout	418 text revisions		N	C
E-2.2:1	Corps	2	This number does not match the number provided in the BEI.-refers to acreage	Acreage is correct in the PAW, and is being corrected in the BEI.	N	A
E-2.2:2	Corps	5	Because this is a signed document, it must include the attachment. I suggest deleting the duplicate title report from	Title report has been included.	N	A
E-2.2:3	Corps	6	These need to be included with this document. Suggest removing from Exhibit E-1.	Encumbrance documents now included.	N	A
E-2.2:4	Corps	7	Which will be removed or subordinated?	Text deleted, no longer applies.	N	A
E-2.2:5	Corps	7	Confirm acreage as it differs from the BEI.	See response to comment E-2.2-1	N	A
E-2.2:6	Corps	9	You discuss 69 above. How was it not plottable?	The surveyor was unable to locate easement #69. The location information was incorrectly attributed to this easement and has been deleted.	N	A
E-2.2:7	Corps	9	How are these "discussed" in these parcels?	Text revised to clarify.	N	A
E-2.2:8	Corps	9	But do we know to what extent the CE could be affected?	See response to comment E-2.1:6	N	A
E-2.2:9	Corps	9	But you excluded 69 from Crediting above? Please clear up inconsistency.	See response to comment E-2.2:6	N	A
E-2.2:10	Corps	10	These are not listed as applying to this section. Lack context.	These exceptions have been added to the section.	N	A
E-2.2:11	Corps	10	Restoration? Or what type of development?	Text has been revised to refer to restoration activities.	N	A
E-2.2:12	Corps	11	I don't see these addressed separately. These lack context.	Text clarified	N	A
E-2.2:13	Corps	11	Are Credits even being provided in the first place?	Text revised to indicate that credits will not be generated from the areas encumbered by these easements.	N	A
E-2.2:14	Corps	11	20 and 99 are not part of this subsection. Why are they included?	Deleted from this part of the text.	N	A
E-2.2:15	Corps	11	Same comment as above. These lack context.	Easements are discussed therein	N	A
E-2.2:16	Corps	11	Which one?	Texted clarified.	N	A
E-2.2:17	Corps	12	Are Credits being provided in the first place?	See response to comment E-2.2:13	N	A
E-2.2:18	Corps	12	These are separately discussed below. What is the relevancy here?	Deleted from this part of the text.	N	A
E-2.2:19	Corps	12	This is not one listed for this section.	These exceptions have been added to the section.	N	A
E-2.2:20	Corps	12	This is not one listed for this section.	These exceptions have been added to the section.	N	A
E-2.2:21	Corps	12	What about the CE?	See response to comment E-2.1:6	N	A
E-2.2:22	Corps	12	Are Credits even being provided in the first place?	See response to comment E-2.2:13	N	A
E-2.2:23	Corps	12	What about the CE?	See response to comment E-2.1:6	N	A
E-2.2:24	Corps	12	These were not included as applicable to this section. Please correct.	See response to comment E-2.2:10	N	A
E-2.2:25	Corps	12	In light of comments above re. inclusion of easements not identified at the beginning of this section, please ensure this is the correct acreage.	Acreage checked	N	A
E-2.2:26	Corps	12	Diito	Acreage checked	N	A
E-2.2:27	Corps	13	Are any being provided in the first place.	See response to comment E-2.2:13	N	A

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
E-2.2.28	Corps	13	Couldn't the limits of the easement be modified?	Per legal resolution of 2/26/16, text added to clarify that the Property Owner does not intend on granting any widening of the easement into the creditable area.	N	A
E-2.2.29	Corps	13	What about the CE?	See response to comment E-2.1:6	N	A
E-2.2.30	Corps	14	Any Credits being provided in the first place?	See response to comment E-2.2:13	N	A
E-2.2.31	Corps	14	What about the CE?	See response to comment E-2.1:6	N	A
E-2.2.32	Corps	15	What is this?	Text has been deleted, there is no associated development	N	A
E-2.2.33	Corps	15	What are these?	Text revised to refer to restoration activities	N	A
E-2.2.34	Corps	15	Is there actually an area "beneath" the slope? Or do you mean the area encumbered by the easement?	Text revised to clarify that it is encumbered by the easement	N	A
E-2.2.35	Corps	15	How will the CE be affected? Will these slopes be maintained?	See response to comment E-2.1:6	N	A
E-2.2.36	Corps	15	What about CE?	See response to comment E-2.1:6	N	A
E-2.2.37	Corps	17	To what extent would the CE be affected?	See response to comment E-2.1:6	N	A
E-2.2.38	Corps	18	What is "beneath" this easement? Do you mean encumbered by these easements?	See response to comment E-2.2:34	N	A
E-2.2.39	Corps	19	Or CE?	See response to comment E-2.1:6	N	A
E-2.2.40	Corps	19	Encumbered by?	See response to comment E-2.2:34	N	A
E-2.2.41	Corps	19	ditto	See response to comment E-2.2:34	N	A
E-2.2.42	Corps	19	Encumbered by?	See response to comment E-2.2:34	N	A
E-2.2.43	Corps	19	How will the CE be affected?	See response to comment E-2.1:6	N	A
E-2.2.44	Corps	21	What is this?	See response to comment E-2.2:11	N	A
E-2.2.45	Corps	21	Encumbered by?	See response to comment E-2.2:34	N	A
E-2.2.46	Corps	21	ditto	See response to comment E-2.2:34	N	A
E-2.2.47	Corps	21	What about the CE?	See response to comment E-2.1:6	N	A
E-2.2.48	Corps	23	Cite the IRS regulation for the criteria.	Reference has been added	N	A
E-2.2.49	Corps	24	Cite the regulation for this criteria.	Reference has been added	N	A
E-2.2.50	Corps	24	What about 108?	108 has been added	N	A
E-2.2.51	Corps	24	Why?	Clarifying text added.	N	A
E-2.2.52	Corps	24	Which are you referring to?	Clarifying text added.	N	A
E-2.2.53	Corps	25	These need to be included with this document. Suggest deleting Exhibit E-3.	Maps have been added to this document.	N	A
CONSERVATION EASEMENT (EXHIBIT E-4)						
E-4.1	Corps	throughout	Many text edits		N	C
E-4.2	Corps	p 1	Added text: The Real Property is legally described on Exhibit "A" attached hereto and incorporated by this reference. Grantor intends to grant a conservation easement over a 1,386.1 -acre portion of the Real Property (the "Petersen Ranch Bank Property Area A"). The Petersen Ranch Bank Property Area A is legally described and depicted on Exhibit "B" attached hereto and incorporated by this reference.	LEGAL PREFERENCE; BC AND TT DIDN'T DISCUSS	N	C
E-4.3	Corps	p 1	This acreage [1386.1] is from Exhibit A of the BEI, however, as noted in the BEI the amounts of Areas A-D are greater than the total noted on Exhibit A.		N	A
E-4.4	Corps	p 2	Deleted text: The real property subject to this Conservation Easement Deed is legally described and depicted in Exhibits "A" and "B" attached to this Conservation Easement and incorporated in it by this reference (the "Property").	LEGAL PREFERENCE; BC AND TT DIDN'T DISCUSS	N	C

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
E-4:5	Corps	p 1-2	Deleted text: A conservation easement has previously been recorded over a 320-acre portion of the Petersen Ranch Bank Property (SCE easement) and includes the parcels 3225-024-008 and 3225-024-009 as well as portions of the parcels 3225-024-020 and 3225-025-012. The SCE easement acreage will not be counted toward bank credit assignment, but the management and endowment for the SCE site will be merged with the bank management and endowment. This easement, and how it relates to the Bank, is described in greater detail in Exhibit K. Additionally, a transmission line owned by the Los Angeles Department of Water and Power (LADWP) spans the rift valley wetland complex within a parcel that is Not a Part of the Petersen Ranch Bank Property.	LEGAL PREFERENCE BUT WE NEED TO KEEP IN THIS REFERENCE TO SCE EASEMENT	N	C
E-4:6	Corps	throughout	"Property" changed to "Pteresen Ranch Bank Property Area A"	ADDRESSED ALREADY	N	C
E-4:7	Corps	p 2, Recitals - F	Text edits: Specifically, Grantee is (i) a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California ; (ii) a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection, and preservation or enhancement of land of natural lands or resources in their its natural, scenic, agricultural, forested, or open space condition or use.	OPEN - TO DISCUSS WITH AARON ALLEN. This is a legal preference. Ms. Troxel's prefers her revision as she believes it is more descriptive of Civil Code 815.3(a) and the Government Code.		B
E-4:8	Corps	p 4, Covenants Item 2(d)	[Re: all mineral/air/water rights] What is considered reserved herein?	RESOLVED. Ms. Troxel was worried about mineral rights exploitation. She was flagging the issue to make sure it had been discussed with the IRT (remoteness opinion, lack of surface entry rights, etc.)		C
E-4:9	Corps	p 4, Covenants Item 2(e)	Text edits: All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Petersen Ranch Bank Property Area A; such rights are hereby terminated and extinguished and may not be used on or transferred to any portion of the Petersen Ranch Bank Property Area A, nor any other property adjacent or otherwise Property covered by this Conservation Easement; may be transferred to any portion of the Property, or any other property adjacent or otherwise	RESOLVED - LAND VERITAS WILL ACCEPT CHANGE. This is a potential development issue that CDFW also had a problem with.	N	A
E-4:10	Corps	p 4, Covenants Item 3(a)	Text edits: (a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides rodenticides, fungicides or other agricultural chemicals agents; weed abatement activities; incompatible fire protection activities, unless required by law or by applicable fire control agencies; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for [insert specific exception(s)] and/or as specifically provided for in the Development Plan, Interim Management Plan, and or Long-term Management Plan.	[re: addition of new language] OPEN - TO DISCUSS WITH AARON ALLEN. This is a legal preference. Ms. Troxel wants this provision to be more comprehensive than the template. [re: fire control agencies] MOSTLY RESOLVED, TO DISCUSS WITH AARON ALLEN TO SEE IF LANGUAGE IS ACCEPTABLE. Ms. Troxel agreed in some instances, stating that she did not object to emergency situations (though the IRT would have to look at any remedial situations after the fact), and agreed that the IRT could work with fire control agencies to come up with a plan for fire management in the easement area.		B
E-4:11	Corps	p 5, Covenants Item 3(d)	Text edits: (d) Recreational activities, including, but not limited to, horseback riding, biking, hunting, or fishing except as specifically allowed in Section 6 except as such activities as are consistent with the purposes of this Conservation Easement and/or specifically provided for in the Development Plan, Interim Management Plan, and or Long-term Management Plan	RESOLVED TO CONFIRM WITH AARON ALLEN. Ms. Troxel agreed with these changes, though she wanted to confirm with Aaron Allen.		C

No	Comment By	Page/ Fig.	Review Comment	Response	Template Change (Y/N)	Comment Status
E-4:12	Corps	p 5, Covenants Item 3(f)	(f) Any legal or de facto division, subdivision or partitioning of the Petersen Ranch Bank Property Area A , including a request for certificate of compliance pursuant to the California Subdivision Map Act (California Government Code Section 66499.35)	RESOLVED - TO CONFIRM WITH AARON ALLEN. Same - Ms. Troxel was fine withdrawing the change, but wanted to check with Allen Allen first		C
E-4:13	Corps	p 5, Covenants Item 3(g)	Text edits: (g) Construction, reconstruction, expansion, location, relocation, installation erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind except for [insert specific exceptions] as specifically provided in the Development Plan, Interim Management Plan, and or Long-term Management Plan.	OPEN - TO DISCUSS WITH AARON ALLEN. Not discussed with Ms. Troxel.		B
E-4:14	Corps	p 5, Covenants Item 3(l)	Text edits: (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or applicable fire control agencies in accordance with a plan approved in writing by the Signatory Agencies for (i) fire breaks, (ii) maintenance of existing trails, paths and roadways, or (iii) prevention or treatment of disease; and except for mowing or manual removal of non-native and invasive species as specifically provided in the Development Plan, Interim Management Plan, and Long-term Management Plan.	MOSTLY RESOLVED, TO DISCUSS WITH AARON ALLEN TO SEE IF LANGUAGE IS ACCEPTABLE. See response E-4:10. Ms. Troxel did not object to working with fire control agencies to implement fire management plans.		B
E-4:15	Corps	p 5, Covenants Item 3(m)	Text edits: (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Petersen Ranch Bank Property Area A outside of historical, documented, practices (i.e. existing ponds and impoundments) except as reserved below, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters except for construction activities to achieve established, re-established, and/or rehabilitated jurisdictional waters of the United States and waters of the State of California as specifically provided in the Development Plan.	OPEN - TO DISCUSS WITH AARON ALLEN. Not discussed with Ms. Troxel.		B
E-4:16	Corps	p 5, Covenants Item 3	Added text: (p) Creation of any encumbrance on the Petersen Ranch Bank Property Area A superior to this Conservation Easement, other than those encumbrances set forth in Title Report dated _____ on file with the Grantee and Signatory Agencies, or the recording of any involuntary lien (which is not released within thirty calendar days), or the granting of any lease, license or similar possessory interest in the Bank Property which will affect the Conservation Values of the Petersen Ranch Bank Property Area A.	OPEN - TO DISCUSS WITH AARON ALLEN. Largely a legal preference. Ms. Troxel was concerned about the possibility of construction liens that can get filed on the property by contractors. I believe this is unnecessary as construction liens would not be superior to the conservation easement. Also, granting any lease, license, etc. that would adversely affect the conservation values is prohibited by several other terms of the Conservation Easement anyway.		B
E-4:17	Corps	p 5, Covenants Item 3	Added text: (q) No use shall be made of the Petersen Ranch Bank Property Area A, and no activity thereon shall be permitted that is or is likely to become inconsistent with the purposes of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the purposes of this Conservation Easement. Grantee, in consultation with Signatory Agencies, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (b) alterations in existing uses or structures, are consistent with the purposes of this Conservation Easement.	RESOLVED - TO CONFIRM WITH AARON ALLEN. Ms. Troxel tentatively agreed to remove this addition. A use is either consistent with the Easement or it is not. Trying to determine today what uses "may become inconsistent" with the CE at a later, and undefined future date introduces uncertainty and ambiguity into the Easement, and raises the specter of disagreements as to what can or can't be done on the property.		C
E-4:18	Corps	p 7, Covenants Item 4(b)	Text edits: (b) In the event that the Grantee's interest in this Conservation Easement is held by, reverts to, or is transferred to the State of California, CDFW will carry out the tasks specified in Section 4(a) shall not apply to the extent funds and staff are available for that purpose. If CDFW determines that it cannot carry out the specified tasks, the Third Party Beneficiaries may identify a replacement Grantee, acceptable to all, and CDFW, subject to obtaining all necessary approvals, will transfer this Conservation Easement to the identified replacement Grantee in compliance with Section 19(a) of this Conservation Easement.	OPEN - TO DISCUSS WITH AARON ALLEN. Did not address this issue yet. However the Corps cannot assign tasks to other agencies, and we cannot agree to the assignment.		B

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E-4:19	Corps	p 7, Covenants Item 6	Deleted text: Without limiting the preceding broad reservation of ownership rights, Grantor hereby reserves to itself, and to its personal representatives, heirs, successors, and assigns the following uses (collectively, the "Reserved Uses"):	OPEN - TO DISCUSS WITH AARON ALLEN. Unclear why this is objectionable, but we did not have time to discuss.		B
E-4:20	Corps	p 7, Covenants Item 6(b)	Shouldn't this [no motorized vehicles on trails, paths, roadways] apply to the entirety of the property?	RESOLVED. As long as this was part of the plan worked out with the IRT, no objection. Scriveners error.	N	A
E-4:21	Corps	p 8, Covenants Item 7(a)	Added text: Notice shall be provided according to Section 12 of this Conservation Easement.	OPEN - TO DISCUSS WITH AARON ALLEN. Did not address this issue yet. However, likely legal preference, as all notices under the Easement must be given per Section 12.	N	C
E-4:22	Corps	p 8, Covenants Item 9(d)	Text edits: (d) Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700. If this Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j). Pursuant to Code of Civil Procedure section 1240.55, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire proposed for public use by eminent domain shall seek to acquire the Petersen Ranch Bank Property Area A, if at all, only as provided in Code of Civil Procedure section 1240.055. If any person seeks to acquire the Petersen Ranch Bank Property Area A for public use, Grantee shall provide notice to the Signatory Agencies and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).	OPEN - TO DISCUSS WITH AARON ALLEN. Legal preference. Just puts more of the Code of Civil Procedure into the document.		B
E-4:23	Corps	p 12 Covenants Item 10	Added text: (b) Dissolution of Grantee. Grantee shall immediately transfer the Conservation Easement and deliver any Conservation Easement Monitoring Endowment funds it is then holding for purposes of this Conservation Easement, to an entity or other non-profit organization in accordance with Section 10(a), if any of the following occurs: (1) Grantee dissolves; (2) Grantee is the subject of a voluntary or involuntary petition in bankruptcy; (3) Grantee is unable to carry out its obligations under this Conservation Easement; or (4) The Grantor reasonably determines, and with the concurrence of Signatory Agencies, that the Conservation Easement Monitoring Endowment funds held by Grantee, or its successor entity, are not being held, managed, invested, or disbursed for conservation purposes and consistent with this Conservation Easement and legal requirements.	OPEN - TO DISCUSS WITH AARON ALLEN. Did not discuss.		B
E-4:24	Corps	p 14 Covenants Item 13	Is it clear that all the work envisioned under this CE does not conflict or is not prohibited by the existing conservation easement? If there is a conflict, can we possibly add a provision that states this conservation easement amends and supersedes the prior conservation easement make the prior conservation easement subordinate to this conservation easement?	RESOLVED - TO CONFIRM WITH AARON ALLEN. There is no conflict. This was an observation to flag the issue for Aaron Allen.		C
E-4:25	Corps	p 17 Covenants Item 14(j)	There is an existing conservation easement. Doesn't that need to be disclosed?	OPEN - TO DISCUSS WITH AARON ALLEN. Did not discuss.		B

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E-4:26	Corps	p 17 Covenants Item 14(j)	Need subordination agreement(s). It was not provided with Exhibit it E2.2	RESOLVED - SUBJECT TO UPDATED TITLE REPORT. If no cloud on title, there is no need for subordination. Corps will need updated title report.	N	C
E-4:27	Corps	p 18 Covenants Item 14	Added text: (n) Change of Conditions. If one or more of the purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.	NOT DISCUSSED BY TT AND BC		B
E-4:28	Corps	p 18 Covenants Item 14	Text edits: (o) This Conservation Easement covers 1844.6-acres owned by Grantor. To maximize the conservation values, LV-BP will manage the Property covered by this Conservation Easement pursuant to the Endowment Funding Management Agreement attached hereto as Exhibit C- Endowment funding for the perpetual management, maintenance and monitoring of the Petersen Ranch Bank Property Area A by Grantor, its successors or assigns is specified in and governed by the BEI, the Long-Term Management Plan, and Endowment Agreement entered into between Grantor, Land Veritas., Corp., and Grantee dated _____, which is attached as Exhibit D-3 in the BEI. Initial financial requirements and endowment funding for Grantee's duties under this Conservation Easement are specified in and governed by the endowment management agreement entered into between Land Veritas, Corp. and Grantee dated _____, a copy of which is attached hereto as Exhibit "C."	NOT DISCUSSED BY TT AND BC		B
CREDIT EVALUATION (EXHIBIT F-1)						
F-1.1	Corps	1	Do they [easements] conflict with the purposes of the CE?	Clarification added	N	A
F-1.2	Corps	1	All of the easements or just the 187.25 acres of easements? Please clarify.	Clarification added	N	A
F-1.3	Corps	1	[F-1.2 Credit Crosswalk] Has not been provided yet to review. Does this Exhibit provide a cross walk for just Phase 1 or more?		N	A
F-1.4	Corps	1	This is much more clear than the discussion of bundled credits in the Development Plan	Noted	N	C
F-1.5	Corps	1	Changed to match the definition provided in the development plan.	Edit made	N	A
F-1.6	Corps	5	These definitions are provided in the BEI and in the Development. Why are they needed again in this exhibit?		N	C
F-1.7	Corps	F-1.1 Section 2.2 - Use of CDFW Credits	Why are these terms [definitions of credit categories] only defined for Section 1600 Credits?		N	C
F-1.8	Corps	throughout Exhibit F	changed "RWQCB" to "Regional Water Board"		N	C
F-1.9	Corps	throughout Exhibit F	changed "Reference Standard" to "highest quality habitat aquatic resource in the watershed"		N	C
F-1.10	Corps	F-1.1 Section 2.4	Please include the minimum Credit united [unit?] that may be Transferred is 0.01 Credit.	Edit made	N	A
F-1.11	Corps	throughout Exhibit F	abbreviation corrections		N	C
F-1.12	Corps	Section 3.0	Deleted section	Replaced with general phasing discussion	N	A
F-1.13	Corps	F-1.1 Appx A WoUS Re-establishment Step 6	What does this [value provided by the size of the bank] mean for our program?		N	C
F-1.14	Corps	F-1.1 Appx A WoUS Re-establishment Step 6	Can we change this to relate to functions and services rather than values? Is this really necessary?		N	C
F-1.15	Corps	F-1.1 Appx A WoUS Preservation Step 2/3	Needs to related to services, not value.		N	C
F-1.16	Corps	F-1.1 Appx A WoUS Step 9	What does this [comparative value] mean?		N	C

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F-1:17	Corps	F-1.1 Appx A WoUS Step 1	I have recommended deleting this because it reads that the upland and riparian buffers are part of the aquatic resources in light of the colon here. The prior discussion addresses preservation for aquatic resources, and therefore would have captured this and the next sections. I have tried to eliminate the confusion.		N	C
F-1:18	Corps	F-1.1 Appx A WoUS Riparian Buffer Preservation Step 2/3	In the next sentence "aquatic" was deleted. Does this need to be deleted?		N	C
F-1:19	Corps	F-1.1 Appx A WoUS Riparian Buffer Preservation Step 2/3	Is the use of "aquatic resources" here have any bearing on the deletion of the word "aquatic" that was deleted?		N	C
CREDIT RELEASE SCHEDULE (EXHIBIT F-2) CREDIT SALES AGREEMENT (EXHIBIT F-3)						
F-3:text edits	Corps	Throughout	numerous text edits to the agreement		N	C
F-3: 1	Corps		This needs to be Exhibit F-2, consistent with the BEI	Revised to be F-2	N	A
F-3: 2	Corps	F-3 Exhibit B Bill of Sale	Deleted participant because it's only introduced in the Exhibit C but not defined in the agreement itself. I also suggested changing Exhibit C to Attachment 1 because exhibit C lacks context in the Agreement (not mentioned) and appears to be an attachment to the Bill of Sale rather than the Agreement as a whole.	Agreed to keep as-is during 3-1 meeting	N	C
CREDIT LEDGER (EXHIBIT F-4)						
F-4: 1	Corps		Why is there no ledger for CDFW's CEQA and CESA Credit Transfers?	Ledgers now provided for 404, PC, 1600, SWHA, and CEQA	N	A
DELINEATION (EXHIBIT I)						
I-1: 1	Corps	Background Information	Changed "Corps" to USACE	This entire exhibit was reviewed, commented on and approved by Corps during the Prospectus review process. Also, this stand alone background report covers entire property, not just the Bank.	N	C
I-1: 2	Corps	Background Information	We don't verify any more. We only have preliminary JDs and approved JDs. If the USACE issued an approved JD, then this needs to be cited.		N	C
I-1: 3	Corps	Background Information	Changed "Elizabeth Lake and Petersen Ranch Bank Properties" to "Elizabeth Lake Property and Petersen Ranch Bank Property" with comment: Change to Property. You could then add "(jointly, the Bank Property)." This change would make it consistent with the BEI and other Exhibits.		N	C
I-1: 4	Corps	Background Information	What does this [low quality features excluded from crediting] have to do with the purpose of this exhibit? This exhibit is not about crediting.		N	C
I-1: 5	Corps	throughout	Changed "404" to "Waters of the US"		N	C
I-1: 6	Corps	Background Information	What relevancy does this [wetland crediting] have on the purpose of this exhibit?		N	C
I-1: 7	Corps	Background Information	What does crediting have to do with delineating waters of the US?		N	C
I-1: 8	Corps	Appendix A2	What does this [additional 404 creditable features] mean from a jurisdictional standpoint?		N	C
I-1: 9	Corps	Appendix C	This [Figure title Preliminary Section 404 Jurisdiction Map] suggests we have not issued an approved JD. If that's the case, all references to waters of the US would need to state they are "potentially" jurisdictional.		N	C
I-1: 10	Corps	All maps	Make it clear that this is the Petersen Ranch Bank Property or Elizabeth Lake Bank Property		N	C
I-1: 11	Corps	All maps	Change legend to "Peter Ranch Bank Property Boundary" or "Elizabeth Lake Bank Property Boundary"		N	C
I-1: 12	Corps	PETERSEN DELIN p 1 Section 1.1	Can we change this ["Property"] to Petersen Ranch Property throughout?		N	C
I-1: 13	Corps	p 1 Section 1.1	Should be 3,912.		N	C
I-1: 14	Corps	p 1 Section 1.2.1	Change EPA to USEPA		N	C
I-1: 15	Corps	p 1 Section 1.2.1	USEPA does not have any "permitting" authority under section 404 of the Clean Water Act. This needs to be corrected.		N	C
I-1: 16	Corps	p 4 Section 2.1	Why not 3912?		N	C
I-1: 17	Corps	p 14 Section 3.1.1	why is this cited? The sentence states it comes from the Corps' regs?		N	C
I-1: 18	Corps	throughout	potentially jurisdictional; potential Waters of the US		N	C

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I-1 19	Corps	ELIZABETH LAKE DELIN cover	Change to Elizabeth Lake Bank Property		N	C
I-1 20	Corps	throughout	Change "Proposed Bank" to Elizabeth Lake Bank Property		N	C
I-1 21	Corps	throughout	change CDFG to CDFW and CDFG Code to CFG Code		N	C
I-1 22	Corps	p 1 Section 1.1	Delete ("waters"). Defined in the BEI		N	C
I-1 23	Corps	p 1 Section 1.2.1	USEPA doe snot have any permitting authority under section 404 of the CWA. Please correct.		N	C
I-1 24	Corps	p 4 Section 3	Similar comments provided on the background sheet and the Petersen Ranch Property delineation report apply to this delineation as well.		N	C